

best method of providing transport for the interconnection trunks clearly is to use SONET with OLTM technology in the first place.

**Q. Is SONET a new technology that is still being tested?**

**A. No, it is not. Ameritech Illinois has been deploying SONET technology in our network since the fourth quarter of 1992, and, since that time, it has become a workhorse for the telecommunications industry. In the course of Section 252 negotiations in Illinois, MFS, WinStar, TCG, Consolidated Communications, and Focal Communications have indicated that SONET technology with OLTM is a desirable interconnection method.**

**Q. Sprint has complained that Ameritech Illinois has not been sufficiently cooperative in providing "transiting service", which Sprint claims is provided to other LECs today. (Reeves, pp. 11-12). Please describe Ameritech Illinois' position.**

**A. Transiting refers to the exchange of traffic between a carrier like Sprint and third party carriers over trunks which are interconnected with Ameritech Illinois' tandem switches. Contrary to the Sprint testimony, transiting service is not a traditional arrangement with LECs today. In**

fact, Ameritech Illinois has no such arrangements today where traffic "transits" between two ILECs.

Moreover, as found in the proposed AT&T Arbitration Decision (Docket 96 AB-003/004 (Consol.), pp. 9-10), transiting is nowhere required in the federal Act. However, Ameritech Illinois has agreed voluntarily to provide transiting. As found in the Proposed AT&T Arbitration decision, the time period of that obligation, absent interconnection agreements between the requesting carrier and third parties, should be left to the negotiations between Ameritech Illinois and the requesting carrier.

- Q. Is it reasonable to ask these carriers to negotiate interconnection agreements with third parties?
- A. Yes, it is perfectly reasonable to ask these carriers to negotiate direct, reciprocal compensation arrangements with third parties since Ameritech Illinois has no power to bind either the CLEC or the other carrier – Section 251 of the federal Act imposes an obligation on all carriers to establish such arrangements for the transport and termination of traffic. The 180 day period to complete such negotiations offered by Ameritech Illinois is reasonable and will give carriers sufficient time to negotiate the

necessary interconnection agreements, given the fact that only a single item (reciprocal compensation) is to be negotiated.

**Q. Please respond to MCI witness Marzullo's claim that interconnection can occur at "cross-connect" points. (Marzullo, p. 8).**

**A. MCI has also raised this issue in the arbitration proceeding with Ameritech Illinois. Ameritech Illinois is willing to provide interconnection at points other than tandems and end offices where such interconnection is technically feasible. However, given the wide variety and number of potential interconnection points and the variety of network equipment at each site, it would be irresponsible for Ameritech Illinois to commit to provide interconnection at any and all "cross-connect" points on a blanket basis without knowing the exact proposal being set forth—something which is not contained in Ms. Marzullo's testimony. Rather, such interconnection may be pursued via the BFR process, where presumably MCI will be more forthcoming with the details of their proposed points of interconnection.**

**Q. MCI witness Marzullo does specifically reference telephone closets as a potential interconnection point. (Marzullo, p. 8). What is Ameritech Illinois' position regarding interconnection in telephone closets?**

- A. This is another example of an MCI arbitration issue. Ameritech Illinois does not consider telephone ("telco") closets in large office or apartment buildings to be technically feasible points of interconnection. There are two reasons for this. First, telephone closets do not meet the environmental/security specifications (e.g., proper temperature and humidity controls) required in a switch/central office site. Equipment that may be placed in a telephone closet is considered to be "non-hardened equipment" or equipment that is subject to failure if a constant environment is not maintained. Thus, allowing interconnection (the physical linking of two networks) in a telephone closet would put both networks at great risk.

Second, telephone closets are generally owned and controlled by the owner of the building. These closets are for the purpose of communications connections for all tenants that occupy space in a building. Ameritech Illinois does not have the authority to authorize a CLEC to place equipment in these closets. Further, the owners of these buildings may not allow a company to use these telephone closets to operate a business. Most telephone closets have a limited number of circuits to handle the needs of the occupants of that building.

- Q. Please respond to the complaint of CCTS witness Scott Jennings that Ameritech Illinois is unreasonably demanding the payment of tariffed "miscellaneous charges". (Jennings, pp. 12-14).**
- A. CCTS complains about charges for power to run digital loop carriers and fiber optic terminal equipment. In addition, CCTS complains about other costs such as project management fees. These charges are all cost based and reflect the incremental costs to Ameritech Illinois of performing the work in question. Mr. Jennings criticisms are therefore not well founded.**
- Q. MCI witness Marzullo criticizes Ameritech Illinois' position that it should have the right to collocate in MCI central offices, contending that such collocation would result in the use of less efficient one-way trunks. (Marzullo, p. 8). Please respond.**
- A. Ameritech Illinois reasonably requests the ability to collocate at a CLEC's central office when the CLEC requests collocation at Ameritech Illinois' central office, rather than requesting a fiber meet or some other form of interconnection. While MCI claims here, (as well as in its arbitration with Ameritech Illinois) that this reciprocal collocation arrangement for interconnection would require one-way trunks, this is not correct. While**

one-way trunks are administratively the most simple way to exchange traffic between central offices when reciprocal collocation is used, the use of two-way trunks is not precluded, and Ameritech Illinois would be willing to agree to the use of such trunks.

**II. NETWORK ELEMENTS**

**Q. Please describe where Ameritech Illinois' rebuttal addresses issues concerning access to network elements as required by Section 271(c)(2)(B)(ii).**

**A. No party has raised any issue with respect to network interface devices or operating support systems as stand alone network elements. Issues with respect to other elements are addressed below or in the testimony of other witnesses addressing network elements that are the subject of specific checklist requirements.**

**Q. MCI witness Marzullo complains that Ameritech Illinois is refusing to make dark fiber available. (Marzullo, p. 13). Please describe what dark fiber is.**

**A. "Dark Fiber" consists of fiber facilities that have no electronics, meaning there is no transmission equipment at either end.**

**Q. Does Ameritech Illinois agree with MCI's claim that unbundled dark fiber is a network element?**

**A. No. This issue is also being addressed in the MCI arbitration. Dark fiber is not a facility or equipment that provides features, functions and/or telecommunications service capabilities. Therefore, it does not meet the FCC's definition of a network element. In its Order in C.C. Docket 96-98, the FCC specifically declined to find that dark fiber is a network element. (¶ 450). Since dark fiber is not a telecommunications service, feature, or capability and can readily be constructed by the requesting carrier, or a third party, and is therefore competitive, the Commission should decline to declare it a network element. Ameritech Illinois, therefore, should neither be required to construct nor offer dark fiber.**

**III. POLES, CONDUITS AND RIGHTS-OF-WAY**

**Q. Please address Ameritech Illinois' compliance with non-discriminatory access to poles, conduits, and rights-of-way as required by Section 271(c)(2)(B)(iii) of the Act.**

**A. This is addressed by Ramont Bell.**

**IV. UNBUNDLED LOCAL LOOPS**

**Q. Please address Ameritech Illinois' compliance with unbundled local loop transmission as required by Section 211(c)(2)(B)(iv) of the Act.**

**A. Performance obligations with respect to the provision of unbundled loops (as well as other network elements) are addressed by Mr. Mickens in his rebuttal testimony. Otherwise, unbundled loop provisioning does not appear to have been a contested issue in the testimony filed by the parties.**

**V. INTEROFFICE TRANSPORT**

**Q. Please address Ameritech Illinois' compliance with unbundled transport as required by Section 271(c)(2)(B)(v) of the Act.**

**A. Mr. Gebhardt addresses these issues.**

**VI. UNBUNDLED LOCAL SWITCHING**

**Q. Where are issues concerning unbundled local switching under Section 271(c)(2)(B)(vi) of the Act addressed?**

**A. They are addressed both below and in Mr. Gebhardt's and in Mr. Heinmiller's testimony.**

**Q. AT&T witness Mr. Fonteix states that Ameritech Illinois' ULS offering fails to meet the unbundled local switching obligation under Section 251 of the federal Act for a number of reasons. The first shortfall alleged by Mr. Fonteix is that Ameritech Illinois has not included the requisite customized routing functions in the basic ULS offering. (Fonteix, p. 21). Is this the case?**

**A. No, it is not. Ameritech Illinois' ULS offering provides routing of calls placed by end users of carriers who subscribe to ULS in the same manner that it routes calls placed by its own end users. A general offering of such customized routing cannot be made since each request for special routing is dependent upon what each carrier is seeking. Accordingly, to the extent that a carrier should wish to route calls differently, it may request the option of customized routing in whatever manner it decides best fits its own needs through the BFR process.**

**Q. Mr. Fonteix, however, asserts that this type of customized routing should be offered as a standard feature of ULS with no additional charge to the requesting carrier. He suggests that the costs for doing such customized routing should be borne by all carriers in a "competitively neutral" manner via a minutes of use charge on all calls switched in the office. (Fonteix, pp. 26-29) Do you agree with this proposal?**

**A. Absolutely not. What Mr. Fonteix is proposing is that AT&T get a free ride and that the customers of Ameritech Illinois or other incumbent LECs pay for AT&T's desired customized routing. Since the incumbent LEC would be routing 100% of all calls in the switch prior to another carrier subscribing to ULS, naturally it would be assessed the vast majority of costs at the onset under AT&T's proposal.**

**Moreover, there is nothing in the Act or the FCC's rules that appears to authorize such an arrangement, and it would appear to conflict with the pricing standards of Section 252 (d)(1). Moreover, such an arrangement would not be consistent with the Commission's policy of requiring those entities which cause start-up costs to pay for them. See the Commission's Wholesale Order at p. 27.**

In addition, as I stated in the response to the previous question, the exact same routing as utilized by Ameritech Illinois is provided to all other carriers as a part of the standard ULS offering at no additional charge. Should a carrier decide that it would prefer a different manner of routing calls, it may do so through the BFR process. However, the cost to do this alternative routing should be borne by the cost-causing carrier, rather than having these expenses subsidized by the entire population of end users using the switch. While AT&T obviously is in favor of others bearing the cost burdens imposed by AT&T, I do not believe that AT&T would be so inclined if they were asked to pay for options within a switch that they did not find useful, but another competing carrier, such as MCI, wished to purchase.

**Q. Please respond to Mr. Fonteix's assertion that Ameritech Illinois imposes "gross restrictions" on the use of ULS with respect to providing call termination services. (Fonteix , p. 21).**

**A. Ameritech Illinois does not impose restrictions on the use of ULS for call termination services and provides the requested transport facilities to terminate all forms of traffic without any exceptions or limitations. What Mr. Fonteix really appears to be addressing is AT&T's desire to obtain**

terminating access charge revenues through the purchase of ULS.

Ameritech Illinois addresses this issue in Mr. Gebhardt's testimony.

**Q. Mr. Fonteix also complains that Ameritech Illinois only includes currently available, retail, vertical features in its ULS offer. (Fonteix , p. 22). What is Ameritech Illinois' position?**

**A. Ameritech Illinois is willing to offer additional vertical features through the BFR process. The BFR process would be simple in the case of features which currently reside in the switch but which are not currently offered. It would be more complex in the case of features that some or all switches in the Ameritech Illinois network may not support. In such instances, the BFR process would address the technical feasibility of upgrading our central offices to support the requested feature.**

**Q. Mr. Fonteix complains that Ameritech Illinois has failed to include Centrex capabilities as part of ULS. Further, he complains about separate Centrex Common Block charges and the lack of a tariff definition of a Centrex common block. (Fonteix , p. 22d). Please explain how Centrex is included in ULS and treated in the ULS tariff.**

- A. First, contrary to Mr. Fonteix, Centrex is included in Ameritech Illinois' ULS tariff. Second, with respect to the purchase of Centrex Common Block functionality, all Centrex customers today must purchase this functionality in order to obtain certain features that are common to all Centrex lines, such as intercom calling, call pick-up groups, and attendant services. What AT&T is apparently requesting, therefore, is preferential treatment -- "free" access to Centrex Common Blocks -- in comparison to other customers which pay for this functionality.

Finally, the term "Centrex Common Block" is described and defined in the ULS tariff at Ill. C.C No. 20, Part 19, Section 4.3.

- Q. Another issue raised by Mr. Fonteix is relative to AT&T's claim that ULS does not meet the Section 251 requirements because Ameritech Illinois has included a "Billing Development" charge. It is his position that costs incurred for this function should be associated with the unbundled operations support systems element. Please explain the costs that are recovered through this charge and why they are properly associated with the ULS offering.

- A. The costs to be recovered from the Operations Support System (OSS) element are those involved in providing standard interfaces, billing

functions, etc. that are utilized by all carrier customers of unbundled network elements. However, the costs that are recovered through the billing development charge included in the ULS offering are unique to this single unbundled element. These costs are associated with identifying the different usage requirements (such as inter- versus intra-switch calls) that are involved with ULS so that both Ameritech Illinois and the subscribing carrier can bill these differing calls appropriately. Additionally, this charge is meant to recover trunk ordering and development costs, including testing and systems integration costs. Further, recovery of these costs from the cost causer— i.e., the purchaser of ULS— is appropriate under the Commission's conclusion in the Wholesale Order that cost causation should drive responsibility for cost recovery.

Furthermore, there has been a reasonable allocation of the total cost per switch to provide these functions, so all carriers subscribing to ULS pay only their fair share of the costs they are actually causing Ameritech Illinois to incur, while, on the other hand, carriers not wishing to be ULS subscribers are required to pay these costs that are peculiar to ULS through any standard OSS charges.

**VII. ACCESS TO 911, E911, DIRECTORY ASSISTANCE, AND OPERATOR  
CALL COMPLETION**

**Q. Please address Ameritech Illinois's compliance with access to 911, E911, directory assistance, and operator call completion as required by Section 271(c)(2)(B)(vii) of the Act.**

**A. Access to 911/E911 service was not a contested issue in the testimony filed by the parties. To the extent that access to directory assistance and operator call completion is an issue, it is addressed in Mr. Heinmiller's testimony.**

**VIII. WHITE PAGES**

**Q. Has Ameritech Illinois satisfied its obligation under Section 271(c)(2)(B)(viii) to offer White Pages directory listings for customers of competing LECs?**

**A. Yes, it has. Ameritech Illinois has offered to provide the customers of competing LECs with the same basic listing it provides to its own customers, at no additional charge. In fact, according to the**

Commission's Proposed Decision in the AT&T arbitration (Ill. C.C. Dockets. 96-AB-003 & 96-AB-004, pp. 27-28) Ameritech Illinois' proposal "exceeds the minimum requirements of the Act and furthers its competitive goals ...".

- Q. AT&T witness Evans (pp. 31-34) and Sprint witness Reeves (pp. 15-16) claim that Ameritech Illinois should also be required to offer other services, such as yellow pages listings of competing LECs' customers, information pages listings and distribution of White Pages and Yellow Pages directories. Is there any substance to these arguments?
- A. No, these arguments have already been rejected by the FCC. They are also opposed by Staff. Furthermore, as noted above, the Commission's Proposed Decision in the AT&T arbitration indicates that Ameritech Illinois' proposal not only meets, but exceeds, the requirements of the Act. That ruling was based in part on the FCC's decision in the Second Report and Order that "the only requirement to be placed on LECs was the necessity of providing directory listings to competing providers in readily accessible magnetic tape or electronic formats in a timely fashion upon request." *Id.* at 27, citing Second Report and Order at ¶¶ 138-48. As Staff witness Tate testified, the FCC "has declined to include the White Pages directories, Yellow Pages directories, "customer guides" and

Information Pages within the meaning of "directory assistance and directory listings" as used in Section 251(b)(3) of the Act. The positions of Sprint witness Reeves and AT&T witness Evans are directly contrary to the FCC's decision.

**Q. Please comment on the five "requirements" of nondiscriminatory access proposed by AT&T witness Evans.**

**A. I will comment on them in the order they are listed in Ms. Evans' testimony (p. 34). First, however, I would note that all of these requirements include the Yellow Pages listings that the FCC has ruled are beyond the scope of the Act. The Commission's Proposed Decision in the AT&T arbitration reaches the same result, finding that Yellow Pages advertising is not a telecommunications service. Proposed Decision at 27. Thus, my responses should be read to refer to White Pages only.**

**1. The phrase "information about the content" is so broad and vague that it is virtually meaningless. However, DonTech, the directory publisher, will provide AT&T and other LECs, including Ameritech Illinois, with the same information on directory publication schedules and directory coverage areas.**

2. Although industry standards have not been finalized, Ameritech Illinois will employ those standards, once they are available, for receiving submissions of subscriber listings from other LECs.
3. DonTech will provide competing LECs with printed directory publication schedules. Any changes to the listings that will be published in the White Pages must be provided daily, to maximize the completeness and accuracy of the directories. The same conditions apply to Ameritech Illinois.
4. Existing directories already provide nondiscriminatory listings by "interfiling" the White Pages listings for all LECs. There is no distinction, either in sequence or in appearance, between customers of different LECs.
5. Although the FCC has determined that directory delivery is outside the scope of the Act, DonTech will provide competing LECs with the same information regarding distribution that is provided to Ameritech Illinois.

**Q. Sprint witness Reeves (p. 16) claims that having DonTech bill its directory advertising customers through Ameritech Illinois provides Ameritech Illinois with a competitive advantage. What is your reaction to that claim?**

**A. Ms. Reeves has made three basic assumptions, both of which are wrong.**

First, she assumes that Sprint "owns" the customers in question, and that it is not appropriate for any other carrier to have a commercial relationship with them. This is not what competition is all about.

Second, she assumes that directory advertising billing is within the scope of this docket. However, the billing of directory advertising is not a telecommunications service, nor is it part of the competitive checklist, so it is outside the scope of this proceeding.

Third, she assumes that DonTech uniformly bills its customers through Ameritech Illinois. However, DonTech does not necessarily bill its directory advertising customers through Ameritech Illinois. In fact, DonTech uses several different vendors for billing, of which Ameritech Illinois is just one. DonTech decides which vendor to use based on several factors, including cost, uncollectible experience, service quality, the availability of a branded bill page, convenience, and operational efficiencies. DonTech decides who will provide its billing services based on what is best for DonTech and its advertisers, not what is good for Ameritech Illinois.

Finally, aside from the invalidity of Ms. Reeves' assumptions, Ameritech Illinois, like any other carrier, has far better ways to maintain contact with customers who have switched carriers than to do so through directory advertising billing. Like all carriers, Ameritech Illinois will receive specific reports of customers who have switched to other carriers, and can target its "winback" efforts based on those reports. Thus, Ms. Reeves has exaggerated the importance of this issue, even if she were otherwise correct – which she is not.

- Q. Ms. Reeves also claims (p. 15-16) that Ameritech Illinois has denied Sprint "parity treatment" with respect to Yellow Pages listings. Please comment.
- A. First, Ms. Reeves has again ignored that Yellow Pages are not within the scope of the Act or the Competitive Checklist. (To the contrary, Yellow Pages advertising is a competitive business.) Second, Sprint is free to make whatever arrangement it can negotiate with DonTech or any other directory publisher, and to provide its customers with Yellow Pages listings on whatever terms it deems appropriate. Yellow Pages listings are not part of Ameritech Illinois' tariffed local exchange service; however, if Sprint wishes to provide free Yellow Pages listings to its customers with the purchase of business lines, it can do so.

**IX. ACCESS TO TELEPHONE NUMBERS**

Q. Is Ameritech Illinois in compliance with Section 271(c)(2)(B)(ix) regarding access to telephone numbers?

A. Yes, it is. This was not a contested issue in any of the testimony filed by the parties.

**X. ACCESS TO DATABASES AND SIGNALING**

Q. Please comment on Ameritech Illinois' compliance with Section 271(c)(2)(B)(x), regarding access to databases and associated signaling necessary for call routing and completion.

A. This is addressed by Mr. Heinmiller.

**XI. NUMBER PORTABILITY**

Q. MFS witness Durbin (p. 12) and AT&T witness Evans (pp. 8-15) seem to imply that Ameritech Illinois must provide permanent number portability

before the Commission can decide whether Ameritech Illinois has satisfied the checklist requirements. What is your response?

A. The checklist requires only that Ameritech Illinois provide interim portability now. Permanent number portability is to be provided later, according to the rules adopted by the FCC. (See Section 271(c)(2)(B)(xi) of the Act.) Because the Commission must decide this case prior to the time permanent number portability is required, it must review checklist compliance based on Ameritech Illinois' current compliance with the requirements for interim number portability. In any event, as discussed below, there is no reason to believe that Ameritech Illinois will not continue to move aggressively to provide permanent number portability on schedule.

Q. AT&T witness Evans (pp. 10-15) expresses doubts that Ameritech Illinois will support permanent number portability and suggests that Ameritech Illinois should be required to make "progress benchmarks" and other information available to others. What is your reaction to these comments?

A. Ms. Evan's testimony clearly demonstrates how far AT&T is willing to go to invent issues in this proceeding, whether or not they have any merit.

Ameritech volunteered to chair six of a total of nine LNP subcommittees. In addition, Ameritech volunteered to Co-chair the overall ICC Steering Committee Workshop along with AT&T and a member of the ICC Staff. Ameritech has committed unparalleled resources to help develop and implement LNP.

Ms. Evans' claim that AT&T has been provided with inadequate information about the implementation of permanent number portability is ridiculous. Ms. Evans is well aware of Ameritech Illinois' progress in implementing permanent number portability in Illinois, as is AT&T as a whole. Through the participation of Ms. Evans and Mr. Noorani, AT&T is directly involved in managing the implementation process and is intimately aware of what is being done. For Ms. Evans to argue that she and AT&T are somehow being kept in the dark simply is not credible.

- Q. With respect to interim number portability, Staff witness Tate (pp. 9-10) testifies that Ameritech Illinois should be required to provide Local Exchange Routing Guide ("LERG"), in addition to Remote Call Forwarding ("RCF") and Direct Inward Dialing ("DID"). What is Ameritech Illinois' position on this issue?

A. Ameritech Illinois supports LERG Reassignment when an entire NXX belongs to a single customer or a substantial portion of a NXX belongs to a customer with the remaining numbers in the NXX reserved or otherwise unused.

Q. AT&T witness Evans contends (pp. 16-29) that Ameritech Illinois should also be required to provide Route Indexing-Portability Hub ("RI-PH"). Please comment.

A. The short answer is that the Commission has already rejected this argument in the Customers First case, and has proposed to reject it again in the AT&T arbitration. In the AT&T arbitration, the Proposed Decision finds the following:

The Commission declines to require Ameritech to provide RI-PH as a means of number portability at this time. In the Customers First Docket, we declined to order the tariffing of this service because of technical uncertainties. The only additional evidence presented here was AT&T's unsupported assertion that other LECs provide this service; that Bell South has agreed to PI-PH and Directory Number-Route Index as interim number portability solutions in another service area; and US West has tariffed Directory Number Route Index in the State of Oregon. While interesting anecdotally, none of these facts address the "technical uncertainties" identified in Customers First. Further, the uncontradicted evidence was that LRN will be in place in the only MSA in which AT&T plans to provide facilities-based competition before any facilities are up and running. The likelihood is that RI-PH would be obsolete before it was ever needed. Because we decide to impose RI-PH generally, there is no need to discuss the necessity of porting numbers

through RI-PH while LERG reassignment is being carried out.  
There is no requirement to provide RI-PH.

In addition to the reasons noted by the Commission, the best interests of competitors and consumers are served by not implementing RI-PH.

- Q. Please explain how those interests would be affected by the development of
- RI-PH.

- A. If AT&T is seriously concerned about our commitment and progress in implementing long-term number portability and feels that our efforts might not be sustained to meet the FCC directive, why would it insist that this Commission require us to divert our resources to research and develop a mid-term solution that would impede our efforts?

Given the current state of competition in Illinois and the current schedule for implementing PNP, resources should not be squandered trying to resolve the technical uncertainties that the Commission properly noted with respect to RI-PH. Ameritech prefers to remain focused on implementing permanent number portability on schedule, an approach that the Commission has already endorsed.